

IN THE HIGH COURT OF BOMBAY AT GOA

WRIT PETITION NO. 536 OF 2006

M/S. RUCHIRA CATERERS

....Petitioner

Versus

STATE OF GOA AND ANOTHER

....Respondents

Mr.S.G. Dessai, Sr. Advocate with Mr. Shivam Dessai, for the Petitioner.
Mr. S.S. Kantak, AG with Ms. L. Dharwadkar, Aga for R.1.

Mr. S.D. Lotlikar, Sr. Advocate for .2.

Coram:- J. N. PATEL &
N. A. BRITTO, JJ.

Date:- 14th November, 2006

P.C.:

Heard.

The petition can be disposed of at the stage of admission itself.

The petitioner has come to this Court, invoking extraordinary jurisdiction under Articles 226 of the Constitution of India to enforce the Supplementary Agreement of Leave and Licence dated 27th September, 2000 under which the petitioner was permitted to carry on commercial business at Mapusa Residency Garden and Basement management on additional licence fee of Rs.5000/- per month which after negotiation was reduced to Rs.2500/-.

It is the contention of the petitioner that in violation of the Leave and Licence Agreement, the petitioner is now prevented from operating the business of Caterers in the Mapusa Residency garden and basement in a high-handed manner by sealing the premises on 12th November, 2006 contrary to the terms and conditions of Leave and Licence Agreement and

without following due process of law.

The learned Advocate appearing for the Corporation submits that the subject matter of the petition involves disputed questions of fact and the interpretation of Leave and Licence Agreement. It is further submitted that the Leave and Licence Agreement was factually given for a period of one year. Insofar as the premises covered under the Leave and Licence Agreement is concerned, the petitioner was never put in possession as certain disputes arose like non-payment of licence fee under the principal agreement and so on and therefore this Court should not interfere.

In our view, it will be appropriate for the parties particularly the petitioner to refer the disputes to the Estate Officer appointed by the Government or Corporation as per Clause (xx) of the principal Agreement of Leave and Licence.

Therefore we are not inclined to entertain this petition. We therefore dispose of this petition with a direction to the parties to approach the Estate Officer in terms of clause (xx) of the Leave and Licence Agreement to get their disputes resolved. In case the parties approach the Estate Officer, the Estate Officer would expeditiously dispose of the disputes referred to him preferably within a period of four weeks from the date the disputes are referred to him. With these observations, the petition is disposed of.

J. N. PATEL, J.

N. A. BRITTO, J.

sl.